

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
SOLICITATION COVER PAGE**

SOLICITATION: DTFH61-98-R-00062

TITLE: "Turner-Fairbank Highway Research Center
(TFHRC) Facility Maintenance Services"

ISSUE DATE: April 3, 1998

CLOSING DATE: May 11, 1998
(at 4:15 p.m. local time)



***** This requirement is a 100% small business set-aside under SIC 8744. *****

Although the following items are included in the solicitation, they are highlighted on these cover pages as a convenience to prospective Offerors. **Prospective Offerors should carefully read and adhere to the instructions contained in this solicitation's Section L.**

STATUS PHONE NUMBER: A phone number has been set aside to provide status on this procurement at **(202) 366-2863**. Specific questions should be handled as described below.

QUESTIONS: Questions on solicitation content, issues or procedures should be submitted in writing to the Point of Contact (POC) identified in block 10 on page 1, Standard Form 33. **Send questions via e-mail to: rick.murray@fhwa.dot.gov or alternately to linda.hooks@fhwa.dot.gov** or by facsimile to (202) 366-3705. It is recommended that prospective Offerors call the POC the next business day after question transmittal to ensure/verify receipt.

ELECTRONIC DISSEMINATION OF RFP DOCUMENTS: An electronic copy of this RFP and its forms/attachments can be found at the FHWA Office of Acquisition Management home page at <http://www.fhwa.dot.gov/aaa/hamhome.htm>. Offerors are cautioned that if you download copies of this or any other solicitation from our Webpage you will NOT automatically receive any amendments to those solicitations unless you have also sent in the written request. It is your responsibility to check back frequently to see if FHWA has issued any amendments to solicitations you have downloaded. All amendments will be posted to, and downloaded from, our Webpage.

INFORMATIONAL/READING MATERIAL: Selected information listed in Attachment #G will be available for review in the Federal Highway Administration's Office of Acquisition Management at 400 7th Street, S.W. (the L'Enfant Plaza Station Metro Stop), Room 4410, Washington, D.C., between the hours of 8:00 am to 4:00 pm until the solicitation closing date.

SITE VISIT: A site visit will be held on Tuesday, April 14, 1998 at the Turner-Fairbank Highway Research Center (TFHRC), 6300 Georgetown Pike, McLean, Virginia 22101. **Refer to Section L for more information.**

CLAUSES: Due to recent changes to the Federal Acquisition Regulations (FAR), most notably Federal Acquisition Circulars #2 and #3 to the June 1997 reprint edition of the FAR, many clauses and provisions have been affected through changed language, deletion, combining with other clauses/provisions, and some new clauses/provisions. Potential Offerors should review all clauses and provisions for changes. In particular, prospective Offerors should pay close attention to the following clauses in the noted Sections:

<u>Section</u>	<u>Clause/Provision</u>	<u>Title</u>
I	52.222-50	NONDISPLACEMENT OF QUALIFIED WORKERS (AUG 1997)
L	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)

ORAL PRESENTATIONS: Offerors who are in consideration for award will be required to make an oral presentation as described in Section L.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 58 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. DTFH61-98-R-00062		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/03/98		6. REQUISITION/PURCHASE NO. PR: 83-20-8639	
7. ISSUED BY Federal Highway Administration Office of Acquisition Management 400 Seventh Street, SW, Room 4410 Washington, DC 20590-0001				CODE: HAM-40		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 7 (total=8) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 400 7th St., S.W., Room 4410, until 4:15 pm local time May 11, 1998 (date).

CAUTION - LATE Submission, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Rick Murray Linda Hooks		B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS	
			AREA CODE	NUMBER	EXT.		
			202 202	366-4250 366-4217		rick.murray@fhwa.dot.gov linda.hooks@fhwa.dot.gov	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE	

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER				

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN > (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY	
				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish the necessary nonpersonal services including all supervision, personnel, equipment, materials, and other items necessary to perform **Office and Administrative Services, Facilities Security and Equipment Monitoring, Grounds Maintenance, Custodial Services, and Facilities Management**, for the period of performance at the Department of Transportation (DOT), Federal Highway Administration's (FHWA) Turner-Fairbank Highway Research Center (TFHRC) - a federal-owned and controlled laboratory facility and office complex located in McLean, Virginia. The facility consists of three distinct buildings consisting of approximately 168,000 square feet (ft²) of office and laboratory space situated on 43 acres of paved, turfed, and forested land.

In accordance with FAR 52.246-4, INSPECTION OF SERVICES - FIXED-PRICE, contract payments will be based upon successful performance of the contract line items, at the rates indicated below:

Contract Line Item No. (CLIN)	PERFORMANCE BASED SERVICES (FIXED PRICE)	Qty	Unit	BASE YEAR		OPTION YR #1		OPTION YR #2		OPTION YR#3		OPTION YR#4	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	OFFICE AND ADMINISTRATION SERVICES (see Attachment #1)												
1.1	Mail Distribution & Messenger Service	12	MO										
1.2	Shipping & Receiving	12	MO										
1.3	Administrative Services	12	MO										
1.4	Advanced Logistic Support	12	MO										
	Subtotal for this CLIN												
2	FACILITIES SECURITY AND EQUIPMENT MONITORING (see Attachment #2)												
2.1	Entry Control	12	MO										
2.2	Roving Patrol	12	MO										
2.3	Miscellaneous Services	12	MO										
	Subtotal for this CLIN												

Contract Line Item No. (CLIN)	PERFORMANCE BASED SERVICES (FIXED PRICE)	Qty	Unit	BASE YEAR		OPTION YR #1		OPTION YR #2		OPTION YR#3		OPTION YR#4	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

3	GROUND MAINTENANCE (see Attachment #3)												
3.1	Maintain Improved Grounds												
	Maintain Improved Grounds (Nov~Feb)	4	MO										
	Maintain Improved Grounds (Mar~Jun)	4	MO										
	Maintain Improved Grounds (Jul~Sep)	4	MO										
3.2	Maintain Semi-Improved Grounds												
	Maintain Semi-Improved Grounds (Nov~Feb)	4	MO										
	Maintain Semi-Improved Grounds (Mar~Jun)	4	MO										
	Maintain Semi-Improved Grounds (Jul~Sep)	4	MO										
3.3	Maintain Trees/Shrubs/Hedges												
	Maintain Trees/Shrubs/Hedges (Nov~Feb)	4	MO										
	Maintain Trees/Shrubs/Hedges (Mar~Jun)	4	MO										
	Maintain Trees/Shrubs/Hedges (Jul~Sep)	4	MO										
3.4	Snow/Ice removal												
	Snow/Ice removal (Nov~Dec)	2	MO										
	Snow/Ice removal (Jan~Feb)	2	MO										
	Snow/Ice removal (Mar~Apr)	2	MO										
Subtotal for this CLIN:													

Contract Line Item No. (CLIN)	PERFORMANCE BASED SERVICES (FIXED PRICE)	Qty	Unit	BASE YEAR		OPTION YR #1		OPTION YR #2		OPTION YR#3		OPTION YR#4	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

4	CUSTODIAL SERVICES (see Attachment #4)												
4.1	Basic Cleaning Services	12	MO										
4.2	Restroom/Locker Room Cleaning	12	MO										
4.3	Periodic Cleaning	12	MO										
	Subtotal for this CLIN												

5	FACILITIES MANAGEMENT (see Attachment #5)												
5.1	Service Calls	12	MO										
5.2	Preventive Maintenance	12	MO										
5.3	Plant Operation Procedures	12	MO										
5.4	Work Order Control System	12	MO										
	Subtotal for this CLIN												

	SUMMARY												
CLIN 1	OFFICE AND ADMINISTRATION SERVICES Subtotal												
CLIN 2	FACILITIES SECURITY AND EQUIPMENT MONITORING Subtotal												
CLIN 3	GROUND MAINTENANCE Subtotal												
CLIN 4	CUSTODIAL SERVICES Subtotal												
CLIN 5	FACILITIES MANAGEMENT Subtotal												

Contract Line Item No. (CLIN)	PERFORMANCE BASED SERVICES (FIXED PRICE)	Qty	Unit	BASE YEAR		OPTION YR #1		OPTION YR #2		OPTION YR#3		OPTION YR#4	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Yearly Subtotal CLINS 1~5												
	Yearly Subtotal x Performance Incentive Pool (PIP) Factor (____ %)												
	Yearly Not-to-exceed Other Direct Costs (includes travel)				6,000		6,000		6,000		6,000		6,000
	Loading (Indirect Costs) for Other Direct Costs												
	Yearly Subtotal CLINS 1~5												
TOTAL (All CLINS)	MAXIMUM TOTAL CONTRACT PRICE												

Notes: MO = Month

	Monthly Payment Schedule (without Performance Incentive Pool (PIP))				
	Base Year	Option Year #1	Option Year #2	Option Year #3	Option Year #4
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
<i>Subtotals:</i>					
<i>Maximum PIP:</i>					
<i>Loaded ODCs:</i>					
<i>Yearly Totals:</i>					

(Yearly totals should agree with the Yearly Subtotal CLINS 1 ~ 5 on the previous page)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK

PERFORMANCE WORK STATEMENT FOR FACILITY MANAGEMENT SERVICES AT THE TURNER-FAIRBANK HIGHWAY RESEARCH CENTER

SCOPE OF WORK. The Contractor shall provide all personnel, equipment (except as outlined in **Section H, GOVERNMENT FURNISHED PROPERTY**), tools, materials, supervision and other items and services necessary to perform facilities maintenance service as defined in this Performance Work Statement (PWS), at Turner-Fairbank Highway Research Center (TFHRC) in McLean, VA. The Contractor shall perform to the standards in this contract.

Services required include Office and Administration Services (administrative support, mail and messenger service, shipping and receiving), Facilities Security and Equipment Monitoring Services, Ground Maintenance Services, Custodial Services, and Facilities Management Services (which include electrical, carpentry, plumbing, heating and air conditioning systems maintenance). Services include routine preventative maintenance, regular maintenance and repairs.

GENERAL INFORMATION

FACILITY. The Turner-Fairbank Highway Research Center (TFHRC) is a Department of Transportation (DOT), Federal Highway Administration (FHWA)-owned laboratory facility and office complex located in McLean, Virginia. The facility consists of three distinct buildings (the Turner Building, the Fairbank Building and the Annex Building which houses the Photometric Visibility Laboratory) consisting of approximately 168,000 square feet of office and laboratory space situated on 43 acres of paved, turfed, and forested land. The facility houses approximately 300 (government and non-government) employees.

GENERAL DEFINITIONS

CMMS. Computer Maintenance Management Systems.

COTR. Contracting Officer's Technical Representative. See **Section G**.

Customer Complaints. Customer complaints are complaints made by customers which if validated, may be used by the Government for the purpose of assessing the Contractor's quality assurance.

Day. A day is defined as calendar day, unless otherwise noted.

Defective Service. A service output that does not meet the standard of performance specified in the contract for that service.

Deficiency. A result that does not meet the standard of performance specified in the contract for that item.

Performance Requirement. The point that divides acceptable and unacceptable performance of a task according to the performance requirement summary and the Inspection of Services clause. It is the number of defects or maximum percentage defective that is deemed acceptable. Any further defects will require the Government to effect the price computation system.

Performance Requirements Summary (PRS). A listing of the service outputs under the contract that are to be evaluated by the COTR on a regular basis, the surveillance methods to be used for these outputs, and the performance requirement standards of the listed outputs.

Preventive Maintenance (PM). Services that are periodic in nature and are required to maintain the equipment in such condition that it may be operated in accordance with its intended design and functional capacity with minimal incidence of malfunction or inoperative conditions.

Quality Assurance (QA). A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For purposes of this manual, quality assurance refers to actions by the Government.

Quality Assurance Evaluator (QAE). A functionally qualified person who performs quality assurance functions for a contract service.

Quality Assurance Surveillance Plan (QASP). An organized written document used for quality assurance. The specific methods on how to perform surveillance.

Quality Control. Those actions taken by a Contractor to control the production of output to ensure that they conform to the contract requirements.

Nassif. The Department of Transportation Headquarters Building which houses the Federal Highway Administration and is located at 400 Seventh Street, S.W., Washington, D.C. 20590.

Random Sample. A random sample is a sample of services that has been selected according to rules that will ensure each member of the population an equal chance of being selected.

Resident Manager. The representative having responsibility for the performance by the Contractor.

Sample. A sample consists of one or more service outputs drawn from a lot for quality assurance surveillance.

TFHRC. Turner-Fairbank Highway Research Center which is located at 6300 Georgetown Pike, McLean, VA 22101.

Unacceptable Condition(s). A condition that does not conform to quality standards but may be re-performed to conform with quality standards.

TECHNICAL DEFINITIONS

See Attachment #1 for definitions peculiar to Office and Administration Services.

See Attachment #2 for definitions peculiar to Facilities Security and Equipment Monitoring.

See Attachment #3 for definitions peculiar to Grounds Maintenance.

See Attachment #4 for definitions peculiar to Custodial Services.

See Attachment #5 for definitions peculiar to Facilities Management.

DELINEATION OF TASKS

General Information. The Contractor shall furnish all labor, tools, and equipment needed (except as outlined in **Section H** under **GOVERNMENT FURNISHED PROPERTY**) to provide non-personal services for the Task which are described below in general terms. The specific detailed performance work statement for each area is included as a separate Attachment (Refer to **Section J - LIST OF ATTACHMENTS**).

The Contractor shall manage the total work effort associated with the maintenance, repair, and all other services required herein to assure fully adequate and timely completion of these services. Included in this function are a full range of management duties including, but not limited to, planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices. It is permissible for an employee to work in more than one task area, in more than one capacity.

Management Plan. The Contractor shall maintain a management plan as part of their Quality Control Plan, that provides the overall approach to ensure scheduled and unscheduled maintenance activities are accomplished in accordance with standards provided herein.

The Contractor shall obtain/develop and maintain (as necessary) an appropriate automated CMMS documentation system to document the completed/in-process/scheduled work. The Government shall have unrestricted, real time access to the CMMS and any other computerized or hard copy record system of a similar nature. If requested by the Government, the Contractor shall provide electronically or in hard copy the original record, or a reproducible copy of any such record within 1 working day of receipt of the request.

Note: All records are currently maintained on OASIS, a CMMS that the Government is currently leasing throughout the period of performance of the current contract. The Government does not intend to renew this lease.

1. OFFICE AND ADMINISTRATIVE SERVICES (refer to Attachment #1)

The Contractor shall provide sufficient personnel to maintain mail service between TFHRC, Nassif, and NHI buildings. The workforce shall be sufficient to provide shipping and receiving activities, pickup of materials and supplies, and delivery service consisting of furniture, boxes, reports, typewriters, and occasional passengers. In addition, the Contractor shall provide administrative support services (consisting of typing, filing, report preparations, inventory and other similar type duties) within the facility maintenance office.

2. FACILITIES SECURITY AND EQUIPMENT MONITORING (refer to Attachment #2)

Security. The Contractor shall provide sufficient manpower to maintain physical security of the TFHRC facility 24 hours a day, seven days a week, including weekends and holidays. This service shall include performing gate opening and closing, regular inspection tours of all buildings using Government-furnished Detex time clocks to be punched at key stations located throughout the facility, control the access and egress of authorized personnel, lock up and opening all doors, turning lights on and off at prescribed times. The Contractor shall notify designated personnel in cases of emergency and at no time shall the facility be left unattended. The Contractor shall maintain and furnish to the COTR a copy of the contractor's emergency notification procedures. By 9 AM each business day, the Contractor shall provide an incident report to the COTR.

Equipment Monitoring. The Contractor shall provide on-site equipment monitoring services 24 hours a day, seven days a week, including weekends and holidays. The Contractor shall develop written procedures, approved by the COTR describing in detail the equipment and locations to be monitored, and also instructions for the monitoring personnel to follow in handling malfunctioning equipment. By 9 AM each business day, results of the monitoring activities shall be recorded in an appropriate facility log book for COTR review.

3. GROUNDS MAINTENANCE (refer to Attachment #3)

The Contractor shall furnish all necessary equipment/material (other than government furnished equipment/material) and manpower necessary to fertilize, cut, trim, and maintain the grounds on the 43 acre facility. Fertilizing and lawn cutting shall occur as needed during the grass cutting season. The perimeter fence, window wells, roof gutters and road gutters shall be maintained free of debris of any kind (leaves, branches, vines and fallen trees). Sidewalks shall be maintained free of ice and snow. All treatment of walks and roadways shall be completed within the standard set forth in the PWS.

4. CUSTODIAL SERVICES (refer to Attachment #4)

The Contractor shall furnish sufficient work forces to perform daily daytime cleaning and maintenance for all areas of facility as well as special cleaning of the TFHRC computer room. These services shall be provided during normal working hours, except as stated below. For major cleaning operations such as stripping and waxing floors, the Contractor shall provide the COTR a monthly schedule identifying all appropriate areas of the buildings, the planned frequently of the activity and the time and day the activity will be performed. Where disruption to FHWA personnel work routines would occur, scheduled cleaning must be accomplished during off duty hours by rescheduling of daytime personnel working hours, e.g., working an eight hour shift from 12 p.m. to 8 p.m. Restroom cleaning on the facility is to begin at 6:30 a.m. daily. The Contractor shall monitor the cleanliness and general appearance of the corridors and office areas daily and expeditiously rectify any deficiencies. The Contractor shall develop a monthly schedule of daily cleaning by identifying work areas to be cleaned each day and provide this schedule to the COTR by the first work day of each month. This report shall include restrooms, offices, common areas, etc. (See Section G)

5. FACILITIES MANAGEMENT (refer to Attachment #5)

The Contractor shall provide all personnel necessary to perform facilities management for the TFHRC facility. Services required include electrical work, carpentry, plumbing, and heating and air conditioning systems maintenance. These services shall include a wide range of woodworking skills such as building laboratory fixtures, wooden templates, shelving, picture frames; electrical skills to perform installation of new circuits, trouble shooting and replacement of electrical components; mechanical skills necessary to perform preventive maintenance and repairs on the on-site HVAC system; and plumbing skills that require regular repair and maintenance to restroom facilities, sprinkler systems, hot water tanks, etc. The Contractor shall establish and maintain a work order control system to keep track of work requests. The Contractor shall assume responsibility and maintain all equipment and material furnished by the Government. Equipment and material inventory lists turned over to and accepted by the Contractor shall be updated and maintained weekly to reflect the current quantities of parts and supplies.

SECTION D - PACKAGING AND MARKING

PACKAGING

Preservation, packing and packaging of items for shipment shall be in accordance with commercial practice and adequate for acceptance by common carrier for safe transportation at the most economical rates.

SHIPMENT AND MARKING

The Contractor shall clearly mark each shipment in accordance with U.S. Postal Guidelines and include (when appropriate) the item identification, quantity of items, and notice of partial or final delivery.

F.O.B. POINT

All items shall be shipped in accordance with FAR 52.247-34 F.O.B. DESTINATION (NOV 1991).

SECTION E - INSPECTION AND ACCEPTANCE

REVIEW AND ACCEPTANCE

All work hereunder, shall be subject to review and acceptance by the Government.

QUALITY CONTROL PLAN

The Contractor shall provide a Quality Control Plan that contains, as a minimum, the items below for acceptance not later than the contract start date. The Contracting Officer will notify the Contractor of acceptance or required modifications to the plan on or before one week after the contract start date. The Contractor shall make appropriate modifications and obtain acceptance of the plan by the Contracting Officer on or before 30 days after the contract date.

NOTE: The Offeror must prepare and submit a draft of this plan with the proposal. Refer to Section L, Subsection C, Technical/Staffing, Item #4.

The plan at a minimum shall include:

1. The Management Plan described in Section C.
2. A description of the inspection system to cover all services listed in Section C and in the Performance Requirements Summary (PRS) in each Task Area (see Attachments #1~#5). The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors. Additionally, control procedures for any Government-provided keys or lock combinations shall be included.
3. A description of the methods to be used for identifying and preventing defects in the quality of services performed.
4. A description of the records to be kept to document inspections and corrective or preventive actions taken.

The records of inspections shall be kept and made available to the Government, when requested, throughout the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

QUALITY ASSURANCE

In accordance with the Inspection of Services clause FAR 52.246-4 "INSPECTION OF SERVICES - FIXED-PRICE," identified above, the Government will evaluate the contractor's performance under this contract. For those tasks listed in Section C and in Attachments #1~#5, the Government will follow the methods of surveillance specified in this contract. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COTR will require the Resident Manager to acknowledge the observation by initialing/signing the observation record. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that they have been made aware of the defective performance. The Contractor will be allowed two hours to correct the defect after notification. If properly and timely corrected, the defect shall count as a corrected defect for the performance incentive pool payment analysis purposes.

Government surveillance of tasks not listed in the PRS or by methods other than those listed in the PRS (such as those provided for by the Inspection of Services clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the Contracting Officer as a result of surveillance will be in accordance with the terms of this contract.

METHODS OF SURVEILLANCE

Even though the Government will be monitoring the contractor's performance on a continuous basis, the sheer volume of tasks performed by the Contractor make 100% technical inspections impractical. Accordingly, the Government will use three methodologies (random sampling, validated customer complaints, and 100% inspection) to monitor the contractor's performance under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/> (the Official GSA Site of the Federal Acquisition Regulations (FAR))

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

SECTION F - DELIVERIES OR PERFORMANCE

PERIOD OF PERFORMANCE

The period of performance for this contract is 12 months (1 year).

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 months; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months (5 years).

PLACES OF DELIVERY

Correspondence for the Contracting Officer's Technical Representative and deliverables under this contract shall be delivered F.O.B. DESTINATION, under transmittal letter, to the following address:

Federal Highway Administration
Turner-Fairbank Highway Research Center
Suite T-106
6300 Georgetown Pike
McLean, Virginia 22101-2296

Attn: [to be filled in at award]
E-Mail: [to be filled in at award]

Correspondence for the Contracting Officer and a copy of all transmittal letters shall be delivered to the following address:

Federal Highway Administration
Office of Acquisition Management
HAM40, Room 4410
400 Seventh Street, SW.
Washington, D.C. 20590-0001

Attn: [to be filled in at award]
E-Mail: [to be filled in at award]

SCHEDULE OF WORK

All tasks set forth in the statement of work shall be performed in accordance with the work schedule as negotiated.

52.242-15 STOP-WORK ORDER (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR). The Contracting Officer may designate a Technical Representative (COTR) to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. **The COTR IS NOT AUTHORIZED to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any purchases, leases or changes which affect the contract price, delivery schedule, period of performance or other terms or conditions.**

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized in writing by the Contracting Officer.

WORK PLAN REPORT. The Contractor shall submit to the COTR a monthly Work Plan Report. As a minimum, the work plan report shall contain for each Task Area, work outstanding from the previous month and work scheduled for the current month. This report shall be submitted to the COTR by the first work day of each month.

PERFORMANCE REVIEW MEETINGS. The Contracting Officer or COTR may require the Resident Manager to meet with the CO, COTR, or other Government personnel as deemed necessary to discuss current operational considerations. The Contractor may request a meeting with the CO when they believe such a meeting is necessary.

REPORTS OF PROBLEMS. In addition to the performance review meetings specified above, the Contractor shall bring actual or potential problems to the attention of the COTR and Contract Administrator as soon as they are known.

TRAVEL AND PER DIEM. Travel and Per Diem authorized under this contract shall be reimbursed in accordance with the Government Travel Regulations currently in effect, up to the limit stated in SECTION B. Current per diem rates are listed at: <http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/travel.shtml>

Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, higher class transportation shall be approved in advance by the Contracting Officer, and the request for payment voucher must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers. All travel shall be scheduled

sufficiently in advance to take advantage of offered discount rates, unless authorized by the Contracting Officer.

The amount of reimbursement shall not exceed the maximum limit authorized in any Task Order. Specific conditions and limitation applicable to travel under this contract are as follows:

- a. **Local Travel** - Reimbursement **will not** be allowed for travel to or from the primary place of performance (TFHRC) for those employees assigned there, or to or from the Contractor's office site.
- b. **Temporary Assignments** - Any Task Order requiring assignment of Contractor personnel at locations outside the primary place of performance for less than 6 months will be considered a temporary assignment. Travel and per diem expenses as allowable, incurred in performing temporary assignments may be billed in accordance with Government Travel Regulations.

FUNDS AVAILABLE

- a. Currently funds in the amount of _____ dollars (\$_____) are obligated to this contract.
- b. Subject to the availability of funds and an executed document by the Contracting Officer, additional funds will be obligated to this contract.

PAYMENT

- a. The Government shall pay the Contractor no more frequently than monthly, the fixed monthly prices specified in Section B. Payment shall be made upon review and written acceptance of the services provided to the Government.
- b. Final invoice payment shall be made upon the Contracting Officer's determination that all requirements of the contract have been completed. The payment due date for final invoice shall be established in compliance with the clause 52.232-1.

SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT. Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:

<as proposed/negotiated>

Additional Consent To Subcontracts will be in accordance with FAR 44.2 and FAR 52.244-1.

KEY PERSONNEL. The Contractor has designated _____ as the Resident Manager. In the event the Resident Manager is unable to continue performance under this contract, the appointment of a replacement of equal caliber shall be subject to the prior written approval of the Contracting Officer.

SIGNIFICANT PERSONNEL. The senior-most/most-experienced individual in the below discipline (listed alphabetically) are identified as **Significant Personnel**. Any appointments of replacements of equal caliber of these individuals shall be subject to the prior written approval of the Contracting Officer.

Electrician

HVAC Engineer

CONTRACTOR PERSONNEL.

Resident Manager. The Contractor shall provide a Resident Manager who shall be physically present during normal work hours and shall be responsible for acceptable Contractor performance under all performance work statements herein. The name of this person, and an alternate or alternates who shall act for the

Contractor when the Resident Manager is absent, shall be designated in writing to the Contracting Officer. The Resident Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Resident Manager and alternate must be able to fluently read, write, speak, understand and be understood in English.

The Resident Manager shall be responsible for the overall managing, planning, directing and coordinating daily operations of Contractor personnel on site and shall act as the central point of contact with the COTR. The Resident Manager must have an understanding of several diverse skills and possess practical skill and knowledge of mechanical and electrical systems in order to verify work requests are accurately fulfilled. They must be able to choose among varying methods and procedures to process complex assignments and select or devise steps necessary to complete requests. The Resident Manager must have knowledge of Occupational Safety and Health Administrations (OSHA) standards and be able to provide cost estimates based on engineering specifications.

The Resident Manager or alternate shall be available during normal duty hours (6:30 a.m.~5:00 p.m.) within 15 minutes to meet face-to-face on the installation with Government personnel (designated by the Contracting Officer's Technical Representative (COTR) to discuss problem areas. After normal duty hours, the manager or alternate shall be available within 1 hour(s). The COTR will also provide instructions on service call classification and priority of work based on the daily outstanding service calls.

Applicable Rules and Regulations. The Contractor shall not employ persons for work on this contract if such employee is considered by the Contracting Officer to be a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population. Personnel assigned by the Contractor to perform work under this contract must be acceptable to the Government in respects other than technical competence. Should the assignment of any individual in the Contractor's organization be deemed in conflict with the Government's interests, that individual shall be immediately removed from the assignment, upon written request by the Contracting Officer.

The Contractor and its employees shall conduct only the business covered by this contract and shall not conduct any other business on Government premises. Contractor personnel shall abide by the rules and regulations applicable to the FHWA premises, including any applicable safety and security regulations.

Contractor personnel shall at all times present a neat appearance and be easily recognized as Contractor employees by wearing collared shirts with the company name and employee name displayed over the left breast pocket. Shoes and shirts shall be worn at all times. All contract employees shall wear the same color and style of uniform, except for security personnel who will wear a different colored uniform identifying them as such.

The Contractor shall make sure employees have the necessary and required current and valid professional certifications before starting work under this contract. (NOTE: this includes any certification or licensing requirements, i.e., commercial driving licenses for certain transportation services.)

The Contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. Additionally, the Contractor shall not employ any person who is an employee of the Federal Highway Administration, unless such person seeks and receives approval according to Federal Highway Administration's regulations.

Employee Training. The Contractor shall ensure employees are properly trained and qualified to safely operate any equipment used while administering this contract prior to assigning employees to tasks that require use of the equipment. The Contractor shall maintain records of each individual's training and certifications.

The Contractor shall provide environmental, health, and safety training to ensure compliance with all applicable Federal, State, and local laws or regulations.

Physical Security of Government Furnished Property. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of each work period, all Government facilities, equipment and materials shall be secured.

Key Control. The Contractor shall establish and implement methods of making sure all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the Government and shall immediately report to the COTR or Contracting Officer any occurrences of lost or duplicated keys.

In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the Contracting Officer, to rekey or replace the affected lock or locks without cost to the Government. The Government may, however, at its option, replace the affected lock or locks or perform rekeying and deduct the cost of such from the monthly payment due the contractor. If a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the contractor.

The Contractor shall prohibit the use of keys issued by the Government by any persons other than the contractor's employees. Opening of locked areas by Contractor employees to permit entrance of persons other than the Contractor employees engaged in performance of contract work requirements in those areas is prohibited.

Lock Combinations. The Contractor shall control access to all Government-provided lock combinations to preclude unauthorized entry.

HOURS OF OPERATION:

Normal Hours of Operation. The Contractor shall perform routine services required under this contract during normal duty hours which are defined as: Monday through Friday, from 6:30 a.m. to 5:00 p.m.

Holidays. On-Site Contractor personnel shall observe the holidays listed below:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Jr.'s Birthday	Independence Day	Thanksgiving Day
Presidents' Day	Labor Day	Christmas Day
	Columbus Day	Inauguration Day

Any other day designated by Federal statute.

Any other day designated by Executive Order.

Any other day designated by the Director, Office of Personnel Management (OPM) (in the case of inclement weather)

Any other day designated by Presidential proclamation.

CONSERVATION OF UTILITIES. The Contractor shall make sure employees practice utilities conservation. The Contractor shall be responsible for operating under conditions that prevent the waste of utilities to include:

1. Lights shall be used only in areas where work is actually being performed.
2. Employees shall not adjust established mechanical equipment controls for heating, ventilation, and air conditioning systems without prior approval from the COTR.
3. Water faucets or valves shall be turned off when not in use.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

PERFORMANCE INCENTIVE AWARD EVALUATION PLAN PROCEDURES

Refer to Attachment #6.

52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

NONPERSONAL SERVICES CONTRACT. This contract is a “nonpersonal services contract” as defined in the FAR at Subpart 37.101. It is understood and agreed that the Contractor and/or Contractor’s employees and Subcontractors: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject the work, comply with such general direction of the contracting officer, or the duly authorized representative of the contracting officer as is necessary to ensure accomplishment of the contract objectives.

PROTECTION OF INFORMATION AND LIMITATION OF FUTURE CONTRACTING

- a. It is anticipated that in performance of this contract, the Contractor may require access to, or receipt of, information and data relating to FHWA's plans, programs, technical requirements, and budgetary matters, and such other information, the disclosure of which may give competitive advantage to recipients or would be adverse to the interests of the Government.
- b. The Contractor shall not disclose such information acquired to anyone, other than those Contractor, Subcontractor, or consultant personnel performing work under this contract, without the prior written consent of the Contracting Officer, until such time as the Government may have authorized the release of such information and data to the public.
- c. To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete against such companies.
- d. FHWA will not unilaterally disclose to the Contractor any proprietary information furnished by domestic or foreign participants in FHWA's programs. If the Contractor requires access to such information in performance of this contract, an agreement concerning release and restrictions on the use of such data must be sought by the Contractor with the source of the data.
- e. It is required by the parties of this contract, that the Contractor will be restricted in its future contracting with the Government, for any service or product which may encompass information acquired as identified above that is not publicly available and could give a competitive advantage to the Contractor or would be adverse to the interests of the Government. Accordingly, the Contractor shall be ineligible to perform as a prime Contractor, Subcontractor or Consultant, or in any capacity to any supplier under an ensuring Government contract. Any questions on this matter shall be immediately addressed to the Contracting Officer.

- f. These restrictions do not limit the Contractor's right to use and disclose any information and data obtained from another source without restriction.
- g. The Contractor agrees to train its employees who will have access to such sensitive information in all necessary security procedures and require them to sign non-disclosure statements and certificates attesting to their understanding of the requirements for safeguarding such information.
- h. In the event that the Contractor fails to comply with this provision of the contract, the Government may terminate the contract for default.
- i. The Contractor shall include this provision (as applicable), including this paragraph, in all subcontracts and consultant agreements for performance of work under this contract.

CONTRACTOR FURNISHED ITEMS AND SERVICES

GENERAL INFORMATION. Except for those items or services specifically stated below as government-furnished, the Contractor shall furnish everything needed to perform this contract according to all its terms.

GOVERNMENT FURNISHED OR ACQUIRED PROPERTY

Government-Furnished Facilities. Government facilities have been inspected for compliance with the Occupational Safety and Health Act (OSHA). No hazards have been identified for which work-around have been established. Should a hazard be subsequently identified, the Government will correct OSHA hazards according to Government developed and approved plans of abatement taking into account safety and health priorities. A higher priority for correction will not be assigned to the facilities provided hereunder merely because of this contracting initiative. The fact that no such conditions have been identified does not warrant or guarantee that no possible hazard exists, or that work-around procedures will not be necessary or that the facilities as furnished will be adequate to meet the responsibilities of the Contractor. Compliance with the OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of the Contractor. Before any modification of the facilities performed by the Contractor at his or her expense, the Contractor must furnish the COTR, documentation describing, in detail, the modification requested. No alterations to the facilities shall be made without specific written permission from the COTR. In the case of alterations necessary for compliance with the OSHA, such permission shall not be unreasonably withheld. The Contractor shall return the facilities to the Government in the same conditions as received, fair wear and tear and approved modifications excepted. These facilities shall only be used in performance of this contract.

Government-Furnished Property (GFP). The Government will provide the Contractor the use of existing and available Government tools and equipment (GFP) in the performance of the contract. Such GFP shall be accounted for in accordance with TAR 1252.245-70 and is listed in Attachment #9.

- a. Should the Contractor choose to use the GFP, periodic servicing, maintenance, and repair of the equipment listed shall be provided at no cost to the Government. The total or partial breakdown or failure of the GFP shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all GFP shall be returned to the Government in the same condition as received, except for normal wear and tear. Equipment which becomes worn out due to normal wear and tear shall be immediately returned to the Government and its replacement shall be the responsibility of the Contractor at no cost to the Government. Equipment so acquired shall remain the property of the Contractor. The Contractor shall be responsible for the cost of any repairs or replacement of GFP due to damage/loss caused by negligence or abuse by the Contractor or their employees. Equipment replaced due to negligence or abuse by the Contractor or their employees shall remain classified as GFP.
- b. The Contractor and the COTR shall conduct a joint inventory upon contract award to determine the exact number and serviceability of the GFP. The Contractor shall then certify the findings of this inventory,

assume accounting responsibility, and subsequently report inventory discrepancies to the Government. GFP shall not be removed from the TFHRC complex unless approved by the Contracting Officer or COTR in writing.

- c. Any disagreements between the Contractor and the COTR shall be treated as a dispute under the contract clause entitled "Disputes."

Note: Prior to contract award, the listed GFP in Attachment #9 will be available for viewing/inspection only during the site visit as described in Section L.

Government-Furnished Materials (GFM). The Government will provide the consumable materials listed in Attachment #10 to the Contractor for the duration of the performance period of this contract. The Contractor will be responsible for the maintenance of the items. The initial stock of materials provided shall be inventoried not later than 30 working days after contract start by the Contractor and the COTR. Any missing items shall be annotated on the inventory and the COTR notified. Any disagreements between the Contractor and the COTR shall be treated as a dispute under the contract clause entitled "Disputes." The Contractor shall be responsible for initiating inventory replenishing in order to keep sufficient materials on hand for the performance of the contract according to its terms. If additional materials are required by the contract, the Contractor shall request such additional materials by providing by a written request to the COTR at least 2 calendar days before the required delivery date of the materials. Upon contract completion or termination, the Contractor shall return all residual inventory to the Government.

Property Inventory. An inventory of GFP must be completed not later than 30 calendar days after the start of the contract, within 15 calendar days of the start of any option periods, and no later than 15 calendar days before completion of the contract period (including any option periods). The Contractor and the COTR shall jointly determine the working order and condition of all equipment and document their findings on the inventory. In the event of disagreement between the Contractor and the government representative on the working order and condition of equipment, the disagreement shall be treated as a dispute under the contract clause entitled "Disputes."

Government-Furnished Records. The government shall furnish the records for the government-furnished items. These records may include pending requisitions for equipment to be furnished to the Contractor, pending project case files required for contract performance or control logs or registers on which the serially sequenced entries must be continued by the Contractor. SF 135, Records Transmittal and Receipt, will be prepared for all records transferred, unless a duplicate record copy is kept by the Government. Records transferred to the Contractor will be returned to the Government at contract conclusion, or as directed by the COTR.

USE OF GOVERNMENT-FURNISHED FACILITIES. The Government will provide the following facilities and equipment necessary for the Contractor to conduct the required work:

- a. Office space and furniture to satisfy the needs of Contractor on-site personnel.
- b. Telephone services for official use in connection with the duties performed under this contract.
- c. Reproducing equipment to satisfy the needs of the Contractor for services rendered relative to this contract.
- d. Tools and test equipment necessary for the performance of this contract. The Contractor shall provide all tools or test equipment needed above and beyond those items listed in Attachment #9, **Government Furnished Property**. However, on a case by case basis, the Government may provide additional 'special' tools or test equipment.

All Government furnished or Contractor acquired property provided or obtained under the performance of this contract shall be accounted for as provided in Transportation Acquisition Regulation (TAR) Subpart 1245.5, and by:

1252.245-70 GOVERNMENT PROPERTY REPORTS (OCT 1994)

- (a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

SOURCE CODE FOR SOFTWARE. Delivery of all source code and data files for all software developed, assembled or compiled under this contract will be in paper format and/or an electronic formatted identified and required by the COTR.

LIABILITY. The Government cannot indemnify the Contractor or its subcontractor(s) from liability as a result of the performance of work under this contract. Therefore, the Contractor is required to obtain adequate property, vehicle and liability insurance during the entire period of performance, in accordance with the provisions of the clause at FAR 52.228-5, which is incorporated into this contract in Section I. Evidence of such insurance must be submitted to the Contracting Officer as a condition of award.

PART II

SECTION I - CONTRACT CLAUSES

FH.1 PRINTING RESTRICTIONS

All printing funded by this contract must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee class	Monetary wage (\$/hr)	Fringe benefits
Project Manager	26.91	16.5%
General Carpenter	18.88	"
Electrician	18.88	"
HVAC Mechanic	18.88	"
General Mechanic	15.60	"
General Maintenance	15.60	"
Security Guard	14.13	"
Janitor	11.48	"
Grounds Maintenance	11.48	"
Mail Messenger	11.48	"
Shipping / Receiving Clerk	14.13	"
Administrative Assistant	15.60	"

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
 - (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
 - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.222-47 SCA MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE TO SUCCESSOR CONTRACT PURSUANT TO PREDECESSOR CONTRACTOR COLLECTIVE BARGAINING AGREEMENTS (CBA). (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor and the [] (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

52.222-50 NONDISPLACEMENT OF QUALIFIED WORKERS (AUG 1997)

- (a) Definition. "Service employee," as used in this clause, means any person engaged in the performance of recurring building services other than a person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR Part 541, and shall include all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor and such person.
- (b) Consistent with the efficient performance of this contract, the Contractor shall, except as otherwise provided herein, in good faith offer those employees engaged in the performance of building services (other than managerial and supervisory employees) under the predecessor contract, whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal to employment under the contract in positions for which the employees are qualified. The Contractor shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work. Where the Contractor offers a right of first refusal to fewer employees than were employed by the predecessor contractor, its obligation under the contract to the predecessor's employees to fill vacancies created by increased staffing levels or by employee termination, either voluntarily or for cause, continues for 3 months after commencement of the contract. Except as provided in paragraph (c) of this clause, the Contractor shall not offer employment under the contract to any person prior to having complied fully with this obligation.
- (c) Notwithstanding, the Contractor's obligation under paragraph (b) of this clause, the Contractor:
 - (1) may employ on the contract any employee who has worked for the Contractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face layoff or discharge,
 - (2) is not required to offer a right of first refusal to any employee(s) of the predecessor Contractor who are not service employees, and
 - (3) is not required to offer a right of first refusal to any employee(s) of the predecessor Contractor who the Contractor reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job. Examples of permissible sources for this determination include evidence of disciplinary action based on poor performance or evidence from the contracting agency that the particular employee did not perform suitably. Offers of employment are governed by the following:
 - (i) The offer shall state the time within which the employee must accept such offer, but in no case shall the period for acceptance be less than 10 days.
 - (ii) The offer may be made by separate written notice to each employee, or orally at a meeting attended by a group of the predecessor contractor's employees.
 - (iii) An offer need not be to a position similar to that which the employee previously held, but the employee must be qualified for the position.
 - (iv) An offer to a position providing lower pay or benefits than the employee held with the predecessor Contractor will be considered bona fide if the Contractor shows valid business reasons.
 - (v) To ensure that an offer is effectively communicated, the Contractor should take reasonable efforts to make the offer in a language that each worker understands; for example, by having a co-worker or other person fluent in the worker's language at the meeting to translate or otherwise assist an employee who is not fluent in English.

- (d) For a period of 1 year, the Contractor shall maintain copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the predecessor's employees to whom an offer was made. Copies of such documentation shall be provided upon request to any authorized representative of the contracting agency or the Department of Labor.
- (e) The Contractor shall, no less than 60 days before completion of this contract, furnish the Contracting Officer with a certified list of the names of all service employees engaged in the performance of building services, working for the Contractor at the Federal facility at the time the list is submitted. The list also shall contain anniversary dates of employment on the contract either with the current or predecessor contractors of each service employee, as appropriate. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided upon request to employees or their representatives. Submission of this list will satisfy the requirements of paragraph (n) of the clause at 52.222-41, Service Contract Act of 1965, as Amended.
- (f) The requirements of this clause do not apply to services where a majority of the Contractor's employees performing the particular services under the contract work at the public building and at other locations under contracts not subject to Executive Order 12933, provided that the employees are not deployed in a manner that is designed to avoid the purposes of the Executive Order.
- (g) If it is determined, pursuant to regulations issued by the Secretary of Labor, that the Contractor is not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor, as provided in Executive Order 12933, the regulations of the Secretary of Labor at 29 CFR Part 9, and relevant orders of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor is advised that the Contracting Officer shall withhold or cause to be withheld from the Contractor, under this or any other Government contract with the Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator of the Wage and Hour Division, the Administrative Law Judge, or the Administrative Review Board, that the Contractor failed to comply with the terms of this clause, and that wages lost as a result of the violations are due to employees or that other monetary relief is appropriate.
- (i) The Contractor shall cooperate in any investigation by the contracting agency or the Department of Labor into possible violations of the provisions of this clause and shall make records requested by such official(s) available for inspection, copying, or transcription upon request.
- (j) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with applicable law and the procedures of the Department of Labor set forth in 29 CFR Part 9. Disputes concerning the requirements of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the employees under the contract or its predecessor contract.

52.223-6 DRUG-FREE WORKPLACE. (JAN 1997)

- (a) *Definitions.* As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/Contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: <http://www.arnet.gov/far/> (the Official General Services Administration (GSA) Site of the Federal Acquisition Regulations (FAR)); <http://www.dot.gov/ost/m60/tamtar/tar.htm> (the Official DOT Site of the Transportation Acquisition Regulations (TAR))

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

- 1. 52.202-1 DEFINITIONS (OCT 1995)
- 2. 52.203-3 GRATUITIES (APR 1984)
- 3. 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 4. 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (OCT 1995)
- 5. 52.203-7 ANTI - KICKBACK PROCEDURES (JUL 1995)
- 6. 52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 7. 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

8. 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
9. 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
10. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
11. 52.211-5 MATERIAL REQUIREMENTS (OCT 1997)
12. 52.215-2 AUDIT AND RECORDS -- NEGOTIATION (AUG 1996)
13. 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
14. 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
15. 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
16. 52.219-8 UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMAN - OWNED SMALL BUSINESS CONCERNS (JUN 1997)
17. 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
18. 52.222-3 CONVICT LABOR (AUG 1996)
19. 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 1995)
20. 52.222-26 EQUAL OPPORTUNITY (APR 1984)
21. 52.222-28 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)
22. 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)
23. 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
24. 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)
25. 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
26. 52.223-2 CLEAN AIR AND WATER (APR 1984)
27. 52.223-5 POLLUTION PREVENTION AND RIGHT - TO - KNOW INFORMATION (MAR 1997)
28. 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)
29. 52.223-10 WASTE REDUCTION PROGRAM (OCT 1997)
30. 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
31. 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
32. 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
33. 52.224-2 PRIVACY ACT (APR 1984)
34. 52.225-3 BUY AMERICAN ACT - SUPPLIES (JAN 1994)
35. 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)
36. 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (AUG 1989)
37. 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
38. 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

- 39. 52.227-14 RIGHTS IN DATA - GENERAL (JUN 1987)
- 40. 52.227-19 COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS (JUN 1987)
- 41. 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 42. 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
- 43. 52.232-1 PAYMENTS (APR 1984)
- 44. 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
- 45. 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 46. 52.232-11 EXTRAS (APR 1984)
- 47. 52.232-16 PROGRESS PAYMENTS (JUL 1991) -- ALTERNATE I (AUG 1987)
- 48. 52.232-17 INTEREST (JUN 1996)
- 49. 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 50. 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 51. 52.232-25 PROMPT PAYMENT (JUN 1997)
- 52. 52.232-34 OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
- 53. 52.233-1 DISPUTES (OCT 1995) -- ALTERNATE I (DEC 1991)
- 54. 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 55. 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- 56. 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 57. 52.242-13 BANKRUPTCY (JUL 1995)
- 58. 52.243-1 CHANGES - FIXED - PRICE (AUG 1987) -- ALTERNATE II (APR 1984)
- 59. 52.244-1 SUBCONTRACTS (FIXED - PRICE CONTRACTS) (OCT 1997)
- 60. 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 61. 52.245-1 PROPERTY RECORDS (APR 1984)
- 62. 52.245-2 GOVERNMENT PROPERTY (FIXED - PRICE CONTRACTS) (DEC 1989) -- ALTERNATE I (APR 1984)
- 63. 52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
- 64. 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)
- 65. 52.247-34 F.O.B. DESTINATION (NOV 1991)
- 66. 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 67. 52.249-8 DEFAULT (FIXED - PRICE SUPPLY AND SERVICE) (APR 1984)
- 68. 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)
- 69. 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS **(48 CHAPTER 12) CLAUSES**

- 1. 1252.223-71 ACCIDENT AND FIRE REPORTING (OCT 1994)

2. 1252.242-71 CONTRACTOR TESTIMONY (OCT 1994)
3. 1252.242-72 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

None.

PART III

SECTION J - LIST OF ATTACHMENTS

SOLICITATION ATTACHMENTS

- A. Suggested Proposal Cover Sheets - 2 pages
- B. DOT Form 4220.44, Contract Pricing Summary and Instructions - 2 pages
- C. Standard Form LLL, Disclosure of Lobbying Activities - 3 pages
- D. Optional Form 17, Offer Label - 1 page
- E. Past Performance Reference Matrix - 1 page
- F. Directions to the Turner-Fairbank Highway Research Center - 1 page
- G. Library/Reading Material Index - 1 page
- H. Background Information - 1 page

CONTRACT ATTACHMENTS

- 1. Performance Work Statement for **Office and Administration Services** - 6 pages
 - Technical Definitions
 - Specific Tasks
 - 1.1 Mail Distribution & Messenger Service
 - 1.2 Shipping & Receiving
 - 1.3 Administrative Services
 - 1.4 Advanced Logistic Support
 - Skills Necessary To Perform
 - Performance Requirements Summary
 - Representative Mail Stops
- 2. Performance Work Statement for **Facilities Security and Equipment Monitoring Services** - 34 pages
 - Technical Definitions
 - Specific Tasks
 - 2.1 Entry Control
 - 2.2 Roving Patrol
 - 2.3 Miscellaneous Services
 - Skills Necessary To Perform
 - Performance Requirements Summary
 - Workload Estimates
 - Work Area
 - Forms
 - Standard Operating Procedures

3. Performance Work Statement for **Grounds Maintenance** - 10 pages
 - Technical Definitions
 - Specific Tasks
 - 3.1 Maintain Improved Grounds
 - 3.2 Maintain Semi-improved Grounds
 - 3.3 Maintain Trees/shrubs/hedges
 - 3.4 Perform Snow/ice Removal
 - Skills Necessary To Perform
 - Performance Requirements Summary
 - Workload Estimates
 - Maps / Work Area Layouts
4. Performance Work Statement for **Custodial Services** - 9 pages
 - Technical Definitions
 - Specific Tasks
 - 4.1 Perform Basic Cleaning Services
 - 4.2 Perform Restroom/locker Room Cleaning
 - 4.3 Perform Periodic Cleaning
 - Skills Necessary To Perform
 - Performance Requirements Summary
 - Workload Estimates
 - Work Area Description
5. Performance Work Statement for **Facilities Management** - 29 pages
 - Technical Definitions
 - Specific Tasks
 - 5.1 Service Calls
 - 5.2 Preventive Maintenance
 - 5.3 Plant Operation Procedures
 - 5.4 Work Order Control System
 - Skills Necessary To Perform
 - Performance Requirements Summary
 - Workload Estimates
6. Performance Incentive Award - 5 pages
7. [Reserved]
8. Department of Labor Wage Determination 94-2104, Rev. 10, dated 07/01/1997 - 11 pages
9. Government Furnished Property - 9 pages
10. Government Furnished Material - 28 pages

PART IV

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at these addresses: <http://www.arnet.gov/far/> (the Official GSA Site of the Federal Acquisition Regulations (FAR)); or at <http://www.dot.gov/ost/m60/tamtar/tar.htm> (the Official DOT Site of the Transportation Acquisition Regulations (TAR))

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

Full Text REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS:

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) *Taxpayer Identification Number (TIN).*

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of a Federal, state or local government;

_____ Other. State basis: _____

(d) *Corporate Status.*

_____ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

- ____ Other corporate entity;
- ____ Not a corporate entity;
- ____ Sole proprietorship
- ____ Partnership
- ____ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) *Common Parent.*

- ____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ____ Name and TIN of common parent:
- Name _____
- TIN _____

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) The Offeror certifies:

(1) to the best of its knowledge and belief, that:-

(i) The Offeror and/or any of its Principals -

- (A) Are ____ are not ____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ____ have not ____, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ____ are not ____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ____ has not ____, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that -

- (a) It operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation incorporated under the laws of the State of _____.
- (b) If the offeror or quoter is a foreign entity, it operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in _____ (country).

FH.2 FEDERAL PROCUREMENT DATA

Each Contractor receiving an award over \$25,000 will be requested to provide the information as set forth below:

- (a) DUNS Number: _____
(This number is assigned by Dun and Bradstreet, Inc. and is your company's Data Universal Numbering System (DUNS). If the number is not known, it can be obtained from the local Dun and Bradstreet office.)
- (b) Contractor Establishment Code (CEC): _____
(This alpha-numeric number is assigned by Dun and Bradstreet, Inc., and is different from your company's Data Universal Numbering System (DUNS). Enter your CEC if known, or "UNK" if unknown.)
- (c) Home Office County and Congressional District (CD) #: _____
- (d) Congressional district and CD# of the Principal Place of Performance: _____

(e) SIC (Standard Industrial Code): _____

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION (JAN 1997)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 8744.
- (2) The small business size standard is \$20 million in annual receipts.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The offeror represents and certifies as part of its offer that it ___ is, ___ is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ___ is, ___ is not a small disadvantaged business concern.
- (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ___ is, ___ is not a women-owned small business concern.

(c) *Definitions.*

“Joint venture,” for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Small disadvantaged business concern,” as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

“Women-owned small business concern,” as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) *Notice.*
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -
 - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly,

semiannually, or annually). **NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that -

- (a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ___ has, ___ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract is ___ , is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 1996)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- ___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or
- ___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (JUN 1987)

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause at 52.227-14, Rights in Data - General, the offeror's response to this solicitation shall, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block) -

- ___ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

____ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled Rights In Data - General.

FH.3 NOTIFICATION OF DEFECTIVE INVOICES

Each Contractor receiving an award will be requested to identify a person or office to be contacted for prompt notification regarding the receipt by the Government of a defective invoice.

Name: _____

Title: _____

Address: _____

City & State: _____ Zip Code: _____

Area Code: _____ Telephone No: _____

Telex No: _____ TWX: _____

TO BE COMPLETED BY OFFEROR:

Name: _____ Title: _____

By: _____ Date: _____

(Signature)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

(please show the RFP number and closing date on the forwarding envelope)

NOTE: In the past, couriers could deliver sealed bids or offers directly to Room 4410. Special security procedures have been instituted which prohibit couriers from delivering material directly to offices in the Nassif Building. Couriers must now deliver material to the northeast guard station at the Nassif Building. The guard will accept the material, dismiss the courier, and then the material will be examined and x-rayed prior to being delivered to Room 4410 through the normal Nassif Building mail delivery procedures, which could take up to several working days. Couriers and individuals delivering packages must have them x-rayed behind the northeast guard station at the Nassif Building (hours of operation: 7 am to 5 pm local time) prior to delivery to Room 4410. The delivery of sealed bids or offers to Room 4410 will take longer than it did prior to the institution of the special security procedures. Offerors must make allowances for these new procedures in order to assure that offers arrive in Room 4410 on time. **Bids/offers must be received in Room 4410 by the time and date due, to be considered timely,** not just delivered to a guard station, the Nassif mail room or loading dock. To assist in expediting delivery, the outside of the envelope/package containing the offer must be marked with the completed Optional Form 17, Offer Label, provided with this solicitation as an Attachment, see SECTION J.

STATUS PHONE NUMBER: A phone number has been set aside to provide status on this procurement at **(202) 366-2863**. Specific questions should be handled as described below.

QUESTIONS: Questions on solicitation content, issues or procedures should be submitted in writing to the Point of Contact (POC) identified in block 10 on page 1, Standard Form 33. **Send questions via e-mail to: rick.murray@fhwa.dot.gov or alternately to linda.hooks@fhwa.dot.gov** or by facsimile to (202) 366-3705. It is recommended that prospective Offerors call the POC the next business day after question transmittal to ensure/verify receipt.

ELECTRONIC DISSEMINATION OF RFP DOCUMENTS: An electronic copy of this RFP and its forms/attachments can be found at the FHWA Office of Acquisition Management home page at **<http://www.fhwa.dot.gov/aaa/hamhome.htm>**. Offerors are cautioned that if you download copies of this or any other solicitation from our Webpage you will NOT automatically receive any amendments to those solicitations unless you have also sent in the written request. It is your responsibility to check back frequently to see if FHWA has issued any amendments to solicitations you have downloaded. All amendments will be posted to, and downloaded from, our Webpage.

INFORMATIONAL/READING MATERIAL: Selected information listed in Attachment #G will be available for review in the Federal Highway Administration's Office of Acquisition Management at 400 7th Street, S.W. (the L'Enfant Plaza Station Metro Stop), Room 4410, Washington, D.C., between the hours of 8:00 am to 4:00 pm until the solicitation closing date. All questions concerning the references or information content must be submitted in accordance with the **QUESTIONS** section above.

SITE VISIT: A site visit will be held on Tuesday, April 14, 1998 from 9:30 am to approximately 11:30 am at the Turner-Fairbank Highway Research Center (TFHRC), 6300 Georgetown Pike, McLean, Virginia 22101. Offerors are limited to two (2) representatives and are responsible for their own transportation to and from TFHRC. Refer to Attachment F for directions. Limited parking will be available in non-reserved spaces in designated areas. All participants must sign in at the guard station located in the Turner Building (the newer building with the center entrance facing the flagpole).

Attendance is not mandatory, however, **the Government considers attendance at this site visit critical and vital to the preparation of a competitive offer.** It will enable the Offeror to become acquainted and to ascertain the complexities and locations of the services to be performed along with the general and local conditions which could materially affect conduct of operations and the costs involved and to be aware of any

specific/potential problem areas which may require special attention. Failure to attend this site visit may not be used as an excuse for omission or miscalculations in offers. It is *emphasized* that it is highly advantageous for each Offeror to have qualified representation at the site visit. While the site visit will provide an opportunity to view the TFHRC facility, nothing that may be said or represented shall be deemed to modify the solicitation requirements, unless followed by a written amendment.

Aside from the above described site visit, and because of the potential for disruption for governmental activities, additional access for inspection will not be possible.

NOTE: Facsimile bids/proposals will not be considered for this solicitation.

NOTE: As prescribed by 52.215-1, the Government may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)

(a) *Definitions.* As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Late proposals and revisions.
- (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--
 - (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
 - (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;
 - (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or
 - (F) It is the only proposal received.
 - (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.
 - (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from

the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

- (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
 - (vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
 - (vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
 - (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
 - (1) Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]”; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”
- (f) *Contract award.*
 - (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
 - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
 - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
 - (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
 - (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
 - (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
 - (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
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52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price incentive (FPI) contract from this solicitation.

This requirement is a 100%, small business set-aside under SIC 8744.

INSTRUCTIONS FOR THE SUBMISSION OF PROPOSAL INFORMATION

Responses submitted for this request for proposals (RFP) must adhere to the format and content instructions set forth below. These instructions have been specifically tailored to the process and the evaluation criteria to be applied during proposal evaluation. Failure to submit any of the information requested by this RFP may be cause for unfavorable consideration. Any inconsistencies between the various sections of an Offeror's response must be fully explained. A significant inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the work required, and ability to perform the contract.

The Offeror's response should demonstrate their understanding of this procurement and capability for performance in a concise, logical, manner and should not contain superfluous material which is not directly related to this procurement.

This request for proposals is written in the Uniform Contract Format described in Federal Acquisition Regulation (FAR) section 15.204-1. Offerors are encouraged to familiarize themselves with the Uniform

Contract Format. This will facilitate their understanding of the terms and conditions of this solicitation, the instructions which follow, and the source selection process.

The Government advises prospective Offerors to read the terms and conditions of the model contract carefully and to refer any questions of interpretation to the Contracting Officer in writing sufficiently ***before*** the deadline for the receipt of proposals.

The Government will process late submissions of proposals in accordance with FAR 52.215-1. If a proposal is received late and is not eligible for consideration, then the Government will reject that proposal without evaluation.

- A. Procedure.** Each Offeror must submit 8 sets (*a clearly marked original plus 7 clearly marked copies*, in three-ring loose-leaf binders, with each Part and Section of information under a separate tab divider), and 1 set in electronic format (*uncompressed in WordPerfect 6.1/Lotus 1-2-3 Ver 5 or equivalent formats on 1 clearly marked 3.5" diskette or 1 Zip disk*) as indicated below, of the following information in response to this request for proposals in strict accordance with the below instructions. Each set of information should be placed in a separate binder.

Cover Letter/Executive Summary (Not to exceed 2 pages) - A brief summary of the Offeror's capability in regards to this specific solicitation, within the page limitation. This will be used for orientation and will not be scored in the technical evaluation.

Part I. Offer: Selected model contract information for contract sections A through K (see paragraph B below for more information) (also provide the information for Sections B through G in electronic format);

Part II. Technical/Staffing:

Section A. Written information outlining the Offeror's experience and staff capability to perform the prospective contract (see subsection C below);

Section B. Additional information in the form of an 'Oral Presentation' to demonstrate the Offeror's approach and management capability to perform the prospective contract (see paragraphs D and E below);

Part III. Cost/Price: Written information supporting the Offeror's proposed costs/prices (also provide this information in electronic format as directed in G1), and financial/organizational information.

Proposals shall be submitted on 8½ by 11 inch paper, except for foldouts used for charts, tables, appendices or diagrams, which shall not exceed 11 by 17 inches. A page is defined as one side of a piece of paper. A piece of paper with printing on both sides is considered 2 pages. Margins (excluding headers and footers) shall be no less than 1 each on both sides, top and bottom of the page. Regular text print type shall not be less than 10 points or more than 12 character per inch, and shall not exceed 6 lines to the vertical inch. Pages exceeding the page limitation will not be read or evaluated.

The evaluation board may take into account when making its evaluation, any failure to conform to the instructions and rules of SECTION L or any attempt to evade these specifications and rules on the basis of technicalities, as indicators of future performance.

If an Offeror does not understand these instructions, then they must submit their question(s) to the Contracting Officer for clarification sufficiently ***in advance*** of the deadline for the receipt of offers to get an answer in time to meet that deadline.

B. Offer (Part I). The Offeror must show in writing that they agree to all the terms and conditions of the model contract of this solicitation, which consists of RFP sections A through K, including all documents, exhibits, and other attachments that are incorporated therein by reference and made a part thereof, or provide an explanation for any exceptions. Part I shall include only the following:

1. RFP Section A, Standard Form (SF) 33, "SOLICITATION, OFFER, AND AWARD," blocks 12 through 18;
2. RFP Section B, "SUPPLIES OR SERVICES AND PRICES/COSTS," with the Offeror's insertions of its proposed prices in the appropriate blank spaces for each contract line item on which the Offeror is making a proposal. (Offeror should read solicitation provision FAR 52.215-1, as well as the other terms and conditions of this solicitation for information about the rules and procedures for offer and acceptance in this procurement);
3. RFP Section G, "KEY PERSONNEL," with the Offeror's insertions of its proposed key personnel (be they prime or subcontractor personnel) in the appropriate space;
4. RFP Section K, "REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS"
5. Statement, Briefly (not to exceed 1 page) state your agreement to all the terms and conditions of the model contract of this solicitation, which consists of RFP Sections A through K, including all documents, exhibits, and other attachments that are incorporated therein by reference and made a part thereof.

Note: Offerors should not reproduce the entire contents of RFP Sections B through K. Only include the items identified above.

The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the model contract (i.e., RFP sections A through K).

If an Offeror intends to make an alternate proposal of terms and conditions that differ from or supplement those contained in the model contract, then the Offeror must state those alternate terms and conditions in a letter attached to the offer. The same representative of the Offeror who signed SF 33, block 17, must sign the letter. The Government warns Offerors that it reserves the right to award this contract without discussions, in accordance with FAR 52.215-1. By making an alternate proposal the Offeror may, either intentionally or inadvertently, render its proposal unacceptable, unless the RFP expressly states that the Government will entertain an alternative proposal with regard to a specific term or condition of the request for proposals. In the absence of discussions, the Government will give Offerors no opportunity to modify their proposals to eliminate deficiencies.

C. Technical/Staffing (Part II) in two Sections. For Part II, Section A, the Offeror must prepare and submit the following:

1. Experience/Past Performance Reference Matrix. Provide a Past Performance Reference Matrix with up to ten (10) of the most relevant and related references (work completed or in-progress) for similar work in terms of size and scope over the past five (5) years with FHWA and/or other organizations (both commercial and Governmental). RFP Attachment #E is a sample of this document and includes instructions for its preparation. In addition, provide the following supplemental information (not to exceed 1 page per reference) on a separate page per reference the following: (i) the name and address of the organization for which services were performed; (ii) the current name and telephone number of the technical point of contact/representative of the organization; (iii) the project name and contract number; (iv) the type of contract and total dollar value; (v) list of major subcontractors; (vi) a brief description of the services provided with type

and scope of relates services performed; (vii) period of performance; and (viii) how that reference applies to this solicitation's statement of work (it is not sufficient to state that it is comparable in magnitude and scope - rationale must be provided to demonstrate that it is comparable).

FHWA may use this information to contact technical representatives on previous contracts to obtain information regarding experience/performance. Failure to provide complete or inaccurate information regarding previously similar and/or related contracts may result in eventual disqualification. *The Government may use random sampling from the references provided, and may also use any other internal or external information obtained by the Government.*

2. Resumes for Proposed Key and Significant Personnel.

In addition to the Resident Manager, who is a Key Person, Significant Personnel are those persons, whether employed by the Offeror or by one of the Offeror's prospective subcontractors, as the senior most individual (education, experience and expertise considered) who will occupy any of the following positions (listed alphabetically), and whose names' will be entered in a resultant contract in Section G, under the subsection entitled, **SIGNIFICANT PERSONNEL**:

Electrician

HVAC Engineer

Resumes for Key and Significant Personnel (limited to 2 pages per resume) shall include education completed, and briefly/concise identify verifiable experiences with emphasis on skills and experiences directly related and relevant to this solicitation.

3. Staffing. Provide/briefly (not to exceed 4 pages) discuss:

- (a) your intentions for providing staff other than key personnel;
- (b) your organization/team staffing capabilities to include depth and breadth of skills, experience and personnel; and
- (c) your transition plan from the current contract to the prospective contract.

4. Draft (not to exceed 15 pages) Quality Control Plan in accordance with **Section E, INSPECTION AND ACCEPTANCE**.

For Part II, Section B, the Offeror must prepare and submit the following:

Oral Presentation Transparencies: Provide the transparencies that will be used during the oral presentation. Include the actual (original) transparencies/overheads to be used with the original proposal, and paper copies with each proposal copy. Guidelines for transparency preparation are provided at paragraph E6, below.

- D. Initial Evaluation.** After submission of proposals, the Government will evaluate Offerors proposals and not withstanding its intention to award without discussions, and dependent upon the circumstances, may make a competitive range decision in accordance with the Section M criteria.
- E. Oral Presentation.** Offerors still under consideration for award will be required to make an oral presentation (not-to-exceed 30 minutes plus additional time for a question and answer session) to the Government's evaluation board, in a conference room setting. The oral presentation (including responses to the questions and answers session and the response to a 'pop quiz' question) may be video or audio tape recorded by the Government to be used during scoring of the technical proposal. A copy of the tape will not be provided to the Offeror. The Offeror may not video or audio tape, or otherwise record these events.

1. Purpose. The oral presentation is a test to enable the evaluation board to assess each Offeror's relative level of familiarity with, and understanding of the work that it would perform under the prospective contract. The Offeror's representatives must show by their presentation and by their answers to the Government's questions that they understand the Government's requirements; that they are familiar with the kinds of problems that may develop during performance; and that they are capable of developing practicable and effective solutions to those problems.
2. Schedule. The Government will schedule all oral presentations as close together as possible, on a random basis, and will notify each Offeror of the scheduled date, time, and location of its presentation. The Offeror must make its oral presentation in accordance with these instructions and any additional instruction that the Contracting Officer may provide. Oral presentations are not subject to the rules for the late submission of proposals. An Offeror's oral presentation may be rescheduled at the sole discretion of the Contracting Officer.

The Contracting Officer will tell the Offeror when to start its presentation, keep time, and stop the presentation at the end of the presentation time period whether or not the Offeror has finished.

3. Participation and Attendance. The Offeror's presenter(s) must be chosen from among the Offeror's proposed Key and Significant Personnel and must include the proposed Resident Manager. The Offeror may not use a professional speaker or consultant to make its presentation. The Offeror may send no more than 4 representatives to the oral presentation, subject to the Contracting Officer's approval, one of which may be a company officer.
4. Questions. During the presentation the Government's representatives will not interrupt the Offeror to ask questions (except to request the repetition of inaudible words or statements or the explanation of terms that are unknown to them) or otherwise engage the Offeror in any dialogue.

After a short break, the Government will conduct a question and answer session following the oral presentation. The Offeror's representatives must answer the questions posed by the Government's representatives. A representative 'pop quiz' question(s) may be given to the Offeror (prior to the break) to test their capability/ response on the subject matter. The same 'pop quiz' question(s) will be asked of all Offerors making an oral presentation. The time allowed for this session is in addition to the time allotted for the Offeror's oral presentation.

5. Topics. During the oral presentation, the Offeror shall address their approach and management to perform the prospective contract (refer to Section M evaluation factors). As a minimum, the Offeror shall address the following:
 - (a) Introduction of the presenting personnel and their title/position & their role in this procurement
 - (b) Understanding of the Statement of Work requirements
 - (c) How the Offeror will provide the Best Value to the Government
 - (d) Demonstration of their capability to perform the prospective contract
 - (e) Proposed plan to properly maintain the facility and provide security
 - (f) Quality Control Plan including Management Plan
6. Presentation Media. The Offeror shall use no more than 20, 8½ inch by 11 inch, overhead slides (transparencies) when making its presentation. The Offeror is discouraged from developing overly elaborate presentation or presentation materials. The Offeror may not present or distribute any additional documentation (such as manuals, handbooks, guides, ect) which may or may not have been referenced during the presentation. The Government will provide an overhead projector, and a blank pad of flip chart paper with marker pens for the Offeror's use during the oral presentation session. The Offeror is responsible for assigning one of the presenting team members to flip the view graphs or flip chart pages. The overhead slides may be presented in any order.

The overhead slides must conform to the following specifications:

- (a) Text slides:
 - Color: optional
 - Font: Times New Roman
 - Heading font size: 44 points
 - Subheading font size: 32 points
 - Number of lines: No more than eight lines (total including headers, footers & text bullets) per slide
 - Line font size: No smaller than 28 points
 - Supplemental notes: none permitted
- (b) Graphic slides:
 - Color: optional
 - Heading font size: 44 points
 - Caption font size: no smaller than 18 points

The Offeror must submit its overhead slides-the original copy with their original copy or their proposal and one copy of their slides with each copy of their proposal as follows: 8½ inch by 11 inch paper copy using landscape orientation. The Offeror must number the pages of the paper copies, and bind each set in a three-ring loose-leaf binder. In order to ensure the integrity of the source selection process, the Offeror must use the overhead slides submitted to the Government with its proposal when making its oral presentation, without any alteration. The evaluation board may review the copies of the slides prior to the presentation. The Offeror may submit no other documentation for its oral presentation. When evaluating the Offeror's oral presentation the Government will consider only those overhead slides that were actually projected and addressed by the Offeror during its presentation. The Contracting Officer will not permit the Offeror to use slides during the question and answer session that were not projected and discussed during the presentation.

F. Cost/Price Proposal (Part III). As prescribed by 52.215-1, the Government may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.

Adequate price competition is expected to exist, and therefore this action is exempted from the requirement for submission of cost or pricing data. In submitting your proposal, you must include an index, appropriately referenced, of all the pricing data and information accompanying or identified in the proposal.

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) -- ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:

Offerors shall submit a budget summary for the entire contract period of performance and a separate summary for each year. Budget summaries shall *clearly identify* the following information as applicable:

1. Offerors shall submit their breakdown utilizing the DOT Form (DOTF) 4220.44 (Attachment #B). A spreadsheet formatted similarly to Attachment #B may substituted for that form. Offerors may download a PDF or Excel version of this form from the following sites:

http://www.dot.gov/ost/m60/tamtar/frm4220_44.pdf

http://www.dot.gov/ost/m60/tamtar/frm4220_44.xls

Submit your price information as follows:

- a. A completed summary DOTF 4220.44 (Attachment #B) summarizing the entire period of performance.
 - b. A completed DOTF 4220.44 for each year.
 - c. Also provide Items 1a and 1b above in electronic format. All values should be entered into the spreadsheets to at least 4 decimal places (when appropriate), but printed to 2 decimal places. Total columns should be printed as whole numbers.
2. This is a performance based service contract solicitation. As such, each Offeror is to carefully study the Section C Statement of Work and Attachments #1~#5 and develop their staffing plan based on their approach to satisfying the FHWA's requirements, which may or may not be significantly different than the staffing levels in the current contract which is not a performance based service contract.
 3. Submit with your proposal any information necessary to determine the reasonableness of your cost/price, including, the nature and amount of any contingencies included in the proposed price.
 4. Offeror shall, at a minimum, briefly address the following areas:
 - (a) Labor Rates: Indicating the types or categories of labor being proposed together with labor hours for each category, indicating rate of compensation. State the number of any additional direct labor (new hires) that will be required during the performance period of this acquisition.
 - (b) Indirect Rates: Discuss your proposed rates and your ceiling rates for all years. Identify all the various specific indirect rates including what they are (pool and base), and what they are based on (e.g., labor overhead based on direct labor dollars) and how they are applied/calculated. Offerors must provide dollar values as well as percentages. *What will the impact be to your indirect rates if awarded this contract?*
 - (c) Escalation: Include escalation in your labor rates for those labor categories not covered by the DOL Wage Determination. For labor categories covered by the DOL Wage Determination, FAR 52.222-43 (see Section I) will apply and Offerors shall not include escalation for those covered labor categories.
 - (d) Subcontracting/Consultants: If subcontractors and/or individual consultants will be used in carrying out the requirements of this project, the following information concerning the subcontractor shall be furnished:
 - (1) Name and address of the subcontractor or consultant.
 - (2) Identify the individuals' name, positions and the portion of work to be conducted by the subcontractor or consultant.

- (3) Cost/price proposal (with supporting information as necessary).

NOTE: Prime Contractors/Offerors are responsible for performing a cost/price analysis on all their proposed subcontractors/consultants in accordance with FAR 15.404-3. *A cost/price analysis report must accompany each named subcontractor/-consultant as defined at FAR 15.404-3 and in accordance with FAR 52.244-1(b)(7).*

- (4) A letter or other statement from each proposed consultant and/or subcontractor indicating that they have been approached on the matter of participation in this project and are willing and able to do so in the terms indicated.
- (e) Plug Numbers: Offerors are to propose the following plug numbers:
- Other Direct Costs (ODC): Offerors are to propose \$6,000 per year as a 'plug' number, to cover other direct cost and includes travel if any. This amount does not include any loading or burdens.
- Any Other Direct Costs (ODC): Offerors are to identify any other ODCs they are proposing.
- (f) Performance Incentive Award Pool: The Performance Incentive Award Pool is in addition to the fixed prices identified in Section B. The purpose of the pool is to reward the selected Contractor for better than satisfactory performance and to incentivize the Contractor when performance is less than satisfactory under a resultant contract.

For this procurement, the Government considers a performance incentive award pool range of 7% to 10% or less of the yearly subtotal of the fixed price CLINs in Section B, to be fair-and-reasonable, and appropriate.

5. Other Division: If other divisions, subsidiaries, a parent or affiliated companies, will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your intercompany pricing policy.
6. Right of Examination: By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award. The Federal Highway Administration may use an independent Contractor for cost and price analyses.

G. General Financial/Organizational Information (include with your Cost/Price Proposal, Part III).

Information regarding the following items shall be furnished in sufficient detail to allow a full and complete business evaluation and included in Part III.

If the question indicated is not applicable or the answer is none, it should be so annotated.

1. What is your fiscal year period? (Give month to month dates.)
2. Attach a current organizational chart of the company.
3. Attach a current financial statement, including a balance sheet and income statement for the last completed fiscal year. Specify whether or not there are sufficient financial resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate the amount of assistance required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

4. Provide the following (*if available*) for the cognizant Government Contract Administration Office and for the cognizant Government Audit Office (ie, DCAA): agency name, address, point of contact, and current telephone number.
5. Indicate whether your proposed indirect cost rate(s) been audited and accepted by any Federal Audit agency. If so, provide the agency name, location, point of contact, telephone number, and the date of approval/acceptance.
6. Indicate whether your system of control of Government property been approved by a Government agency? If so, provide the agency name, location, point of contact, telephone number, and the date of approval/acceptance.
7. Indicate whether written purchasing procedures exist and whether your purchasing system been approved by a Government Agency? If so, provide the agency name, location, point of contact, telephone number, and the date of approval/acceptance.
8. Indicate whether your cost estimating system been approved by any Government agency? If so, provide the agency name, location, point of contact, telephone number, and the date of approval/-acceptance.
9. Indicate whether your cost accumulation system been approved by any Government Agency? If so, provide the agency name, location, point of contact, telephone number, and the date of approval/-acceptance.
10. List any contract that was terminated for convenience of the Government within the past 3 years, and any contract that was terminated for default within the past 5 years: briefly explain the circumstances in each instance.

Federal Information Processing Standards Publication 38 (FIPS PUB) dated February 15, 1976, and FIPS PUB 64 dated August 1, 1979, are incorporated by reference and may be obtained upon request from the address listed below. The cost for FIPS PUB 38 is \$27.00 and for FIPS PUB 64, \$24.50.

National Technical Information Service
5235 Port Royal Road
Springfield, Virginia 22164
Telephone Number (703) 487-4650

Until a formal notice of award is issued, no communication by the Government either written or oral shall be interpreted as a promise that an award will be made.

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific written authorization from the Contracting Officer.

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Ms. Debbie Ridgely, HAM-20, Room 4404, 400 Seventh Street, SW., Washington, D.C. 20590-0001.

- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at these addresses: <http://www.arnet.gov/far/> (the Official GSA Site of the Federal Acquisition Regulations (FAR)); <http://www.dot.gov/ost/m60/tamtar/tar.htm> (the Official DOT Site of the Transportation Acquisition Regulations (TAR)).

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

1. 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -- DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)
2. 52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)
3. 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (APR 1984)
4. 52.237-1 SITE VISIT (APR 1984)

II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS (48 CFR CHAPTER 12) SOLICITATION PROVISIONS

NONE.

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: None.

SECTION M - EVALUATION FACTORS FOR AWARD

- A. General.** The Government will award the contract to the acceptable Offeror who is the best overall value, basing its source selection decision on three factors - Technical, Cost/Price and Past Performance, among the competing offerors.
- B. Evaluation Factors.** The Government will evaluate the competing offers on the basis of the following factors:
 - 1. Technical.** All subfactors are equal in importance.
 - a. Experience.** The Government will evaluate each Offeror's experience on the basis of the relevance of that experience to the work to be performed under the prospective contract and on its depth and breadth.
 - b. Qualifications of Resident Manager.** The Government will evaluate the qualifications of the Offeror's proposed Resident Manager on the basis of the relevancy and relative depth and breadth of their experience; and, on their reputation for competence, cooperativeness, and effectiveness.

- c. **Approach/Management.** The Government will evaluate the Offeror's proposed approach and management capability to perform the prospective contract, to include their Draft Quality Control Plan.
 - d. **Understanding of the Government's requirements and of the nature of the work to be performed.** The Government will evaluate the Offeror's understanding of the Government's requirements including its relative understanding of the nature of the work to be performed under the prospective contract.
- 2. **Cost/Price.** The Government will evaluate the proposed cost/price for relative reasonableness and realism to determine the Contractor's understanding of the work. The proposed costs may be adjusted for the purpose of evaluation, based upon the results of the cost realism assessment.
 - 3. **Past Performance.** The Government will evaluate the merits of each Offeror's past performance (on all contracts, not just those provided in their proposal) on the basis of its reputation with its former customers and others for the following: adhering to the terms and conditions of its contracts, including the technical, business, and administrative aspects of performance; demonstrating a commitment to customer satisfaction; pursuing excellence in all aspects of its business; and successful financial performance.
- C. **Basis for Award.** The Government will accept the offer that is considered the best value and most advantageous to the Government. Of the three evaluation factors, Technical, Cost/Price and Past Performance, Technical and Cost/Price are of equal importance and weight. Past Performance is of less importance than Technical or Cost/Price. As competing Offerors approach being essentially equivalent in any of the three areas, the remaining areas will become more important in the selection decision.